



RFP # RFP-2025-02

CITY OF SANGER ELECTRIC TREE TRIMMING RFP

Due: Tuesday, March 25, 2025, at 12:00 PM

**City of Sanger
502 Elm Street
P.O. Box 1729
Sanger, Texas 76266**

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P.O. Box 1729
Sanger, Texas 76266

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| Subject: Professional Services | | Ref. No. RFP-2025-02 |
| Due Date: March 25, 2025 | Time Due: 12:00 PM | Tentative Award Date: April 7, 2025 |

1.0 STANDARD TERMS AND CONDITIONS

- 1.1 General Description of Work – The City of Sanger is accepting proposals from experienced and qualified Tree Trimmers to provide all related services, parts, permits, equipment, and labor required to do the annual tree trimming for the Electric Department as stated in this REQUEST FOR PROPOSAL and posted on our website: www.sangertexas.org. It is the intent of the City to contract for said services for an initial one (1) year period, within ten (10) calendar days after receipt of a notice of award or in accordance with the schedule provided by the City. This agreement may be extended for up to four (4) additional one (1) year periods, subject to the approval of the Contractor and the City.
- 1.2 This Request for Proposal (“RFP”) shall be on file in the City of Sanger from 8:00 a.m. until 5:00 p.m., Monday through Friday, and available to interested individuals and entities (“Proposers”) from the Date Issued until the Due Date and Time.
- 1.3 All general information questions should be directed by email to: Ronnie Grace at rgrace@sangertexas.org
- 1.4 **Proposers are expected to examine all documents that make up this RFP. Proposers shall promptly notify the City of any omission, ambiguity, inconsistency, or error that they may discover upon examination of the RFP. The City assumes no responsibility for errors or misrepresentations that result from the use of incomplete proposals. READ THIS RFP FULLY AND CAREFULLY. PROPOSALS SHALL BE COMPLETE UPON SUBMISSION, INCLUDING ALL FORMS AND ATTACHMENTS REQUIRED HEREIN. FAILURE TO STRICTLY COMPLY WITH THESE STATED TERMS OF SUBMISSION MAY RESULT IN REJECTION OF THE PROPOSAL.**
- 1.5 All responses to this RFP shall be submitted on the attached response forms. Proposals must be received at City of Sanger at or before 12:00 P.M. CT on March 25, 2025. Each

Proposal must be properly identified with the subject title and date and time due. The City will accept electronic submissions or through hard copy submissions. If delivering hard copy submissions, proposers must include: One (1) original and three (3) copies of the Proposal submitted BOTH in written, hard-copy format, and one (1) copy in electronic format on a USB drive (**submissions need to be set-up as one file on the USB, not multiple individual folders/files**), and delivered in a sealed envelope via mail, courier service, or hand delivery to:

Proposals marked **ELECTRIC: ANNUAL TREE TRIMMING** are to be submitted to:

Ronnie Grace
City of Sanger, Director of Electric Utilities
502 Elm Street
Sanger, TX 76266
(940) 458-8064

**FAXED OR E-MAILED PROPOSALS AND/OR LATE SUBMISSIONS
WILL NOT BE ACCEPTED.**

- 1.6 All Proposals shall be addressed as shown below:
- Request for Proposal: Annual Tree Trimming
Attn: Ronnie Grace
Reference Number: RFP-2025-02
Due Date and Time: March 25, 2025, at 12:00 PM
- 1.7 During the pendency of this RFP, Proposer shall not contact any City staff except those designated herein this RFP or subsequent addendums or correspondence. Any questions or concerns should be addressed in writing to the Director at least five (5) business days prior to the Due Date. Please reference the above-designated RFP number and the line number being referenced. Non-compliance with this provision may result in rejection of the Proposal. No phone calls related to RFP will be accepted. Non-compliance with this provision may result in rejection of the Proposal.
- 1.8 Any material information provided one Proposer concerning this RFP shall be provided to all Proposers via an updated posting on the City of Sanger’s website or via email. An addendum will be issued if necessary. Proposers that have not registered with an email address will be responsible for checking for new information or addendums with City or on the website.
- 1.9 Receipt of an addendum to a Proposal must be acknowledged by signing and returning the addendum with the Proposal.
- 1.10 All information required of the Proposer, unless otherwise specified, must be completed on the forms provided by the City. Failure to manually sign the Proposal Response Form (Article 8.0 of this RFP) will disqualify Proposer.

Persons signing the Proposal shall have the authority to sign the Proposal on Proposer's behalf and shall be an officer or person authorized to bind the entity they represent to this proposal.

- 1.11 Each and every deviation from the terms, conditions, specifications, or performance requirements of this RFP shall be listed on the Deviation Form (Article 10.0 of this RFP) upon submission of your Proposal. Listing of deviations is an integral and required part of your Proposal. Any deviations not listed on the Deviation Form (Article 10.0 of this RFP) upon submission of your Proposal will not become part of the contract awarded by the City pursuant to this RFP.
- 1.12 Proposals will be opened on **Tuesday, March 25, 2025 at 2:00 PM** by the Director at the City of Sanger. Proposals cannot be altered or amended after the deadline. Alterations made before opening must be signed by the Proposer or Proposer's agent. No Proposal may be withdrawn after the date and time of opening without approval of the Purchasing Manager.
- 1.13 The City, in its sole discretion, may negotiate changes to any submitted Proposal, including price, after submitted Proposals have been opened.
- 1.14 The City reserves the right to accept and/or reject any and all submitted Proposals or any part thereof, waive immaterial errors, and award the contract in the best interest of the City.
- 1.15 The City shall be sole interpreter of the terms, conditions, specifications, and performance requirements of this RFP.
- 1.16 In case of a discrepancy between the unit price and the extended total for an item, the figure that is most advantageous to the City will apply. An opened Proposal may not be changed to correct any error by the Proposer or Proposer's agent.
- 1.17 It is not the policy of the City to award a contract on the basis of price alone. The City reserves the right to award the contract to the Proposer offering the best value, and not necessarily to the Proposer offering the lowest price. A Proposal may be evaluated and selected on the basis of reputation, experience, past performance, skill, financial capacity, product quality and features, delivery schedule, quality installation, compatibility with existing equipment, and product service warranty.
- 1.18 If, at any time, the successful Proposer fails to fulfill or abide by the terms, conditions, specifications, or performance requirements of this RFP, or any contract awarded and entered pursuant thereto, the City reserves the right to:

- 1.19 At the City's sole discretion and convenience, the City may terminate any awarded contract without regard to cause, without prior notice, and without penalty, and pay for authorized services provided to the date of termination.
- 1.20 If it is determined that any benefit to secure favorable treatment was offered, elicited, or provided by Proposer or Proposer's employee, affiliate, representative, partner, subcontractor, or agent, to any officer or employee of the City, Proposer will be disqualified from consideration and/or the awarded contract will be terminated.
- 1.21 All goods, raw materials, and products provided pursuant to the awarded contract must be new and not used, shop worn, or reconditioned.
- 1.22 All work must be in compliance with and conform to any and all applicable state or local laws, ordinances, regulations, codes, rules, policies, and interpretations thereof.
- 1.23 Once a Proposal has been selected, items or processes may be substituted only by furnishing an equal or superior quality and/or grade product or process than originally specified at no additional cost to the City. Any such substitution shall be pre-approved by the City, and the acceptance of any such substitution shall be in the City's sole discretion.
- 1.24 Any contract awarded pursuant to this RFP is not assignable.
- 1.25 The City is tax exempt under Tax Code, Subtitle E. SALES, EXCISE, AND USE TAXES, CHAPTER 151, section 151.309.
- 1.26 Invoices for partial payment must be approved in advance by the Purchasing Manager.
- 1.27 Include a Material Safety Data Sheet (MSDS), if applicable.
- 1.28 Undisputed payments will be submitted to Proposer with in thirty (30) days from receipt of original invoice.
- 1.29 Any contract awarded pursuant to this RFP shall be governed by the Uniform Commercial Code. Wherever the "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of any such agreement between the City and Proposer.
- 1.30 The contract documents shall include the RFP and its Schedules and Addenda, the Proposer's Response/Proposal, and any ensuing agreement. In the event of a

dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the contract signed by the parties; then (2) the RFP and its Schedules and Addenda; and then (3) the Response/Proposal. The contract shall control over any conflicting terms in this RFP or the Proposal.

- 1.31 Trade secrets and confidential information contained in a proposal may be open to public inspection. Pricing is not confidential information. Proposers who include information in a Proposal that is legally protected as a trade secret or confidential information must clearly indicate the specific protected information by highlighting that information and marking it “Trade Secret” or “Confidential” at the appropriate place. The City will not be responsible for any public disclosure of the trade secret or confidential information if it is not marked as provided above. An awarded Proposal in its entirety is not confidential. If a request is made under the Texas Public Information Act to inspect information designated as trade secret or confidential in a Proposal, Proposer shall, upon notification by the City, immediately furnish sufficient written reasoning as to why the information should be protected from disclosure in a timely manner to the Texas Attorney General for final determination at the address below:

Office of the Attorney General
Open Records Division
P.O. Box 12548
Austin, TX 78711
Fax 512-463-2092

- 1.32 The obligations of the parties under a contract awarded through this RFP are primarily performable in Denton County, Texas. Exclusive venue shall be Denton County, Texas, and any contract awarded under this RFP shall be governed by the laws of the State of Texas.
- 1.33 At the time the contract is awarded, the selected Proposer must be registered with the Texas Secretary of State and be licensed to transact business in the State of Texas.
- 1.34 The City may, at its option, offset any amounts due and payable under a contract awarded under this RFP against any debt (including taxes) lawfully due to the City from the successful Proposer, regardless of whether the amount due arises pursuant to the terms of the contract or otherwise, and regardless of whether or not the debt due to the City has been reduced to judgment by a court.
- 1.35 No member of the City Council or any City employee shall have any financial interests in the profits of any contract, service or other work performed by the Proposer (s) or personally profit directly or indirectly from any contract,

purchase, sale or service between the City and any person or company.

- 1.36 The awarded contract is subject to the appropriation of funds by the City Council in the City’s budget adopted for any fiscal year for the specific purpose of making payments pursuant to the awarded contract for that fiscal year. The obligation of the City pursuant to the awarded contract in any fiscal year for which the awarded contract is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to the awarded contract, the awarded contract may be terminated.

2.0 SPECIAL CONDITIONS

2.1 Insurance

The successful Proposer shall procure and maintain in force during the terms of any contract awarded pursuant to this RFP, at its own cost, the following minimum insurance coverage:

A. Workers’ Compensation and Employers’ Liability:

- i. State of Texas: \$1,000,000 Each Accident
- ii. Employer’s Liability: \$100,000 Each Accident
\$500,000 Disease-Policy Limit
\$100,000 Disease-Each Employee
- iii. Waiver of Subrogation

B. Commercial General Liability:

- i. Bodily Injury & Property Damage
General Aggregate Limit: \$1,000,000
- ii. Personal & Advertising Injury Limit \$500,000
- iii. Each Occurrence Limit \$1,000,000

The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

C. Commercial Automobile Liability Limits:

- i. Bodily Injury & Property Damage
Combined Single Limit: \$1,000,000
- ii. Medical Payments: \$ 5,000 Per Person

iii. Uninsured/Underinsured Motorist \$100,000

Prior to the execution of any awarded contract by the City, the successful Proposer shall forward Certificates of Insurance to the City of Sanger Director. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Sanger at 502 Elm Street, Sanger Tx 76266

2.2 Damage Provision

If in performance pursuant to an awarded contract, successful Proposer, or Proposer's employee, affiliate, representative, partner, subcontractor, or agent, damages the City's real or personal property, Proposer shall compensate the City for the cost of repair or replacement, whichever the City determines is appropriate under the circumstances. In such event, the City will provide to successful Proposer an invoice stating the actual cost of repairing or replacing the damaged property. Successful Proposer shall provide payment of the invoiced amount within thirty (30) days of its receipt of said invoice. Should successful Proposer refuse to compensate the City for the damage incurred, said invoiced amount shall be withheld from the amount payable to successful Proposer for services rendered pursuant to the awarded contract. This provision does not waive or diminish the City's right to pursue any and all legal remedies to collect for damages caused by Proposer, or Proposer's employee, affiliate, representative, partner, subcontractor, or agent.

2.3 Proposal Terms - By signing and submitting this Proposal, Proposer agrees:

- 2.3.1 To hold this Proposal open for one hundred twenty (120) days after the Due Date for review of the Proposal.
- 2.3.2 That orders will be delivered, "F.O.B. Destination, Inside" delivery within the time specified in the Proposal after receipt of order by fax, in-person, or by mail.
- 2.3.3 To furnish goods and services in strict compliance with the terms, conditions, specifications, and performance requirements of this Proposal.
- 2.3.4 That payment(s) will only be made from an original invoice, not from any statement, and invoices for payment shall be submitted via e-mail to [c](#) or via mail, courier, or personal delivery to:

City of Sanger
Attn: Accounts Payable
502 Elm Street
P.O. Box 1729
Sanger, Texas 76266

- 2.3.5 Do not include Federal Excise, State, or City sales taxes, as the City shall furnish a tax exemption certificate; and
- 2.3.6 The City shall notify the successful Proposer of any contested invoice(s) in writing, and the City and successful Proposer shall mutually resolve such disputed invoice(s) within sixty (60) days of successful Proposer's receipt of said notice of dispute.
- 2.3.7 The term of this agreement shall be for one year, beginning on the date of the Notice to Proceed. This agreement may be extended for up to four (4) additional one (1) year periods, subject to the approval of the Contractor and the City.

2.4 Evaluation Criteria. Bid responses will be graded on the following criteria:

Experience – 20%

City of Sanger's evaluation of vendor's ability to perform – 20%

Price – 60%

2.5 Performance and Payment Bonds

Texas Local Government Code Chapter 252, as amended, provides that for any contract for the construction of public works, a Proposer must execute a bond that is: (a) in the full amount of the contract price, and (b) conditioned that the contractor will faithfully perform the contract; and (c) executed, in accordance with Texas Government Code Ch. 2253, as amended, by a surety company authorized to do business in the state.

Texas Government Code Ch. 2253, as amended, provides that a payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. A performance bond is required if the contract is in excess of \$100,000 and is to be made for the full amount of the contract.

The bonds are to be executed and delivered to the City **prior to being recommended for award of the Contract**. The bonds must be executed by a corporate surety or sureties authorized to do business in the state of Texas. For unit price contracts, the total contract price shall be estimated and calculated by multiplying the estimated quantities to the Proposer's unit proposal price.

If the public works contract is less than \$100,000, the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the City.

2.6 Limit Award

The City's intent is to award a contract for all work described in the *Request for*

Proposals to one proposer. The City reserves the right to award multiple contracts for portions of this work to others, based on the proposals submitted, if it is in the best interest of the City of Sanger. Or The City may, at its option, award by line item as opposed to awarding the entire proposal to the same vendor.

3.0 SCOPE OF WORK & INSTRUCTIONS

- 3.0.1. **DESIGNATED CIRCUIT TRIMMING** - Circuit area maps locating the Circuit are supplied by CITY OF SANGER ELECTRIC. All distribution class three-phase overhead, two-phase overhead, single-phase overhead, and all pole-to-pole overhead secondary voltage conductors. Any other type of overhead electrical power lines that lie on or within the designated areas depicted on the CITY OF SANGER ELECTRIC provided map or are electrically sourced from the CITY OF SANGER ELECTRIC Feeders without exception, including all energized and non-energized electrical circuits shall be trimmed and/or vegetation removed per CITY OF SANGER ELECTRIC tree trimming specifications and policies.
- 3.0.2. Secondary house services running from the pole or mid-spanned tap to the house will be inspected. All tree limbs or vines causing an abrasion or are within 18” shall be trimmed back to 18” or at the discretion of the CITY OF SANGER ELECTRIC.
- 3.0.3. For any electrical power line locations that are in question due to the location near the edge of the designated area, the determining factor will be that if the electrical power line is connected, the contractor will continue trimming to the first pole past the designated point.
- 3.0.4. The lump-sum Bid for each independent feeder circuit of work shall include all costs as required to complete the work in its entirety, including but not limited to supervision, labor, equipment, materials, overhead, profit, insurance, traffic control, clean-up, repair of damages to public/private property, and all incidentals thereto.
- 3.0.5. Proposers should examine the site, drawings (**Exhibit 2- attached**), and locality where the work for each circuit is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the work and has made such independent investigations as proposer deems necessary;

3.1 HOT SPOT/EMERGENCY ELECTRIC UTILITY TREE TRIMMING SERVICES AS NEEDED

- 3.1.1 CITY OF SANGER ELECTRIC requests submission of hourly rates for emergency and additional line clearing work that may be needed. The unit prices provided herein may not be considered as a factor in determining the award of individual circuits to the CONTRACTOR but will be used in determining payment to the CONTRACTOR for such additional and emergency work as may be approved and scheduled by CITY OF SANGER ELECTRIC. CONTRACTOR awarded circuit line clearing work on CITY OF SANGER ELECTRIC’s system will make those crews deployed available for emergency work

during the course of the Agreement unless such crews are released by CITY OF SANGER ELECTRIC. The line items in Exhibit 1, will be a schedule of labor rates that shall be effective during the duration of this Agreement. The equipment and tools listed provide a general description of the requirements for each unit item. These descriptions shall simply establish a minimum standard of equipment and tools.

- 3.1.2 CITY OF SANGER ELECTRIC reserves the right to accept or reject additional hourly labor and equipment rates. CITY OF SANGER ELECTRIC will be the sole judge in determining what constitutes an emergency and when additional work, if any, will be awarded to the Contractor.

3.2 DISTRIBUTION PROJECTS/LINE EXTENSIONS TREE TRIMMING

- 3.2.1. CITY OF SANGER ELECTRIC requests submission of hourly rates for distribution projects, line extensions, line clearing, and ROW clearing work to maintain ROW and utility easements that may be needed. The hourly prices provided herein may not be considered as a factor in determining the award of individual circuits to the CONTRACTOR but will be used in determining payment to the CONTRACTOR for such work as may be approved and scheduled by CITY OF SANGER ELECTRIC. CONTRACTOR awarded hourly rate line clearing work on CITY OF SANGER ELECTRIC's system will make those crews deployed available for emergency work during the course of the Agreement unless such crews are released by CITY OF SANGER ELECTRIC. The line items in Exhibit 1 – Section III will be a schedule of labor rates that shall be effective during the duration of this Agreement. The equipment and tools listed provide a general description of the requirements for each unit item. These descriptions shall simply establish a minimum standard of equipment and tools.
- 3.2.2. CITY OF SANGER ELECTRIC reserves the right to accept or reject additional hourly labor and equipment rates. CITY OF SANGER ELECTRIC will be the sole judge in determining what constitutes an emergency and when additional work, if any, will be awarded to the Contractor.

3.3 TRANSMISSION PROJECTS / LINE EXTENSIONS / ROW CLEARING / MOWING / TREE TRIMMING

- 3.3.1. CITY OF SANGER ELECTRIC requests submission of hourly rates for Transmission projects, line extensions, line clearing, ROW clearing work, and to maintain ROW that may be needed. The hourly prices provided herein may not be considered as a factor in determining the award of individual circuits to the CONTRACTOR but will be used in determining payment to the CONTRACTOR for such work as may be approved and scheduled by CITY OF SANGER ELECTRIC. CONTRACTOR awarded hourly rate line clearing work on CITY OF SANGER ELECTRIC's system will make those crews deployed available for emergency work during the course of the Agreement unless such crews are released by CITY OF SANGER ELECTRIC. The line items in Exhibit 1 – Section IV will be a schedule of labor rates that shall be effective during the duration of this Agreement. The equipment and tools listed provide a general description of the requirements for each unit item. These descriptions shall simply establish a minimum standard of equipment and tools.

- 3.3.2. CITY OF SANGER ELECTRIC reserves the right to accept or reject additional hourly labor and equipment rates. CITY OF SANGER ELECTRIC will be the sole judge in determining what constitutes an emergency and when additional work, if any, will be awarded to the Contractor.

4.0 TECHNICAL RESPONSIBILITIES AND REQUIREMENTS

- 4.0.1. The objectives of the Vegetation Management Program of Sanger Electric Municipal Electric (hereinafter called "CITY OF SANGER ELECTRIC") are to provide a safe system environment for the CITY OF SANGER ELECTRIC's customers and the general public and to minimize tree-related outages. The objectives are to be achieved while maintaining positive relations and utilizing sound environmental practices.
- 4.0.2. All of the work performed by the Contractor shall be subject to audit by CITY OF SANGER ELECTRIC at any time. Any work that CITY OF SANGER ELECTRIC determines does not meet the minimum standards or performance criteria shall be corrected at the Contractor's sole expense, as provided in these specifications or contract.

TERMS & DEFINITIONS

Brush - a woody plant that is less than 3 inches diameter at breast height (dbh), that is not part of an existing tree, and that may reach the conductor at maturity.

Brush work - trimming, clearing brush and applying an herbicide to the cut stems, or only applying herbicide to brush.

Clearance - the distance between vegetation and the conductors.

Coniferous - any cone-bearing trees or shrubs, mostly evergreens.

Danger tree - any dead, dying, weak, diseased, or leaning tree (on or off the right-of-way) that could fall onto the conductors.

Diameter at Breast Height (dbh) – the diameter of individual tree trunks or individual stems of brush measured at a point 4.5 feet above ground.

Deciduous - any perennial plant that sheds its leaves annually or at the end of a growing season.

Demand tree trimming - trimming or removing the trees on a customer-requested or emergency basis. Also may include tree work associated with line construction projects. This is typically required when trees have grown into the conductors, or are close to the conductors, and have created a potentially dangerous situation. This may also include special trimming or chipping work when requested by Sanger Electric Municipal Electric. Customer requested demand tree work should only be assigned by Sanger Electric Municipal Electric.

Directional trimming - a form of natural trimming (pruning) used to encourage tree re-growth away from the conductor. It is accomplished by removing limbs growing toward the conductors entirely at the branch collar near the trunk of the tree, or by pruning to lateral branches that are at least one-third the diameter of the limb being cut and are growing away from the conductor.

Drop-crotching - generally speaking, is a crown reduction technique in which a tree trimmer makes the proper pruning cuts at crotches, removing the larger limb and favoring the smaller. For electric line clearance, the trimmer would remove limbs growing toward the conductors and favor those growing away from the conductors. This usually results in a "V" shaped appearance of the tree crown and is frequently referred to as "V-trimming". See definition of "natural pruning" for further description.

Evergreen - any plant that retains its leaves/needles year-round.

Herbicide - a chemical pesticide used to control, suppress, or kill plants, will have a colored die for recognition.

Herbicide Application - the Company making the application is responsible for the purchase, storage, record keeping and disposal of herbicides. Herbicides will only be applied by qualified applicators. Herbicide crews, tree crews, and mowing crews are required to have at least one individual on the crew at all times, who is qualified to apply herbicides. A qualified applicator is an individual who has been trained regarding the product and application method, and meets any federal, state, and local laws and regulations. This individual may be required to hold a certified applicators license, or be under the direct supervision of a certified applicator. This will depend upon state laws and regulations where the application is made. Supervisors of qualified applicators are required to hold a certified applicators license in the state or states in which they supervise crews. A marking agent (die) will be mixed with and used on applications to mark where herbicide has been applied.

Hot Spot Trimming – Tree trimming deemed necessary by CITY OF SANGER ELECTRIC Contractor Coordinator or CITY OF SANGER ELECTRIC qualified personnel.

Natural pruning - a method by which branches are cut to the branch collar at a suitable parent limb, the trunk of the tree, or an appropriately sized lateral branch. This method of pruning is sometimes called "drop-crotching", "proper pruning", the "Shigo method" or "lateral trimming."

Preventative maintenance - trimming or removing vegetation on a systematic basis typically by, but not limited to, circuit or grid, and in a manner intended to achieve system reliability.

Pruning - the removal of dead, dying, diseased, interfering, objectionable, and/or weak branches of trees or shrubs using proper arboricultural techniques.

Removal - completely removing an entire tree as close as practical to ground level and applying herbicide to the cut stump.

Right-of-way - a transmission or distribution right-of-way, an easement, a utility easement, or any other corridor of land paralleling, on both sides, an overhead transmission or distribution line, and in respect of which CITY OF SANGER ELECTRIC has certain rights.

Safety zone work – removing all overhangs by cutting back limbs to a minimum clearance of ten (10) feet from an energized conductor.

Selective herbicide - an herbicide that, when applied to a mixed population of plants, will control specific species without injury to others.

Shearing - the making of many small cuts so that a tree adjacent to the conductors is sheared in a uniform line. This is not a generally acceptable practice.

Side pruning - using natural pruning methods to cut back or removing side branches that are threatening the conductors; required where trees are growing adjacent to conductors.

Topping - cutting back the upper crown of a tree to a uniform horizontal line, leaving multiple stubs. This is an improper and unacceptable trimming technique.

Tree - a perennial plant with a woody trunk measuring at least three (3) inches (dbh), and having one set of annual rings at ground level or more than one set of annual rings not separated by included bark. Trees that grow adjacent to one another and share an apparent common base completely separated by "included bark" are considered to be distinct trees. "Included bark" is bark that is included within the wood of a tree, or between the woody stems of separate trees, creating a physical separation between the trees.

Tree crown - the upper portion of the tree, the branches or leaf area.

Trimming - cutting back tree branches or shrubs to shape or reduce the size of the tree or shrub.

V-trim - using natural pruning methods to cut back large portions of the upper crown of a tree. This is required when trees are located directly beneath a conductor. Also known as crown reduction pruning or drop crotching.

Vegetation - all the plant (flora) life in a particular region. A plant community, assemblage, or aggregation with distinguishable characteristics.

4.1. Removal & Trimming Standards

4.1.1 General Guidelines

Effective tree to conductor clearance is determined by:

- 4.1.1 Voltage, tree location, and importance of the individual line
- 4.1.2 Ambient air temperature and the height of the poles and line
- 4.1.3 The species and growth habit.
- 4.1.4 The trimming cycle
- 4.1.5 Local weather characteristics

4.1.2. Under and Side-clearance

Any tree affecting or potentially affecting a primary distribution line

Shall be trimmed to prevent any involvement with the line (see table 1. "*CITY OF SANGER ELECTRIC Minimum Clearance Requirements*").

Note: (1) Where the amount to be removed in order to obtain adequate clearance will have an adverse impact on the overall long-term health of the tree, the tree will be considered for removal; (2) The neutral wire has the potential to carry primary voltage, which contractor shall take into consideration when clearing primary lines; and (3) Open-Wire Secondary Conductor and neutral shall have a minimum 5' of clearance. All poles will have a minimum of 5' of clearance around the bottom of the pole.

4.1.3 Overhang Clearance

When at all possible, overhangs shall be removed. When not removed, clearance shall be a minimum of 15 feet. Note: Overhang clearance shall be increased where circuits have experienced historical exposure to snow and ice.

4.1.4 Other Clearances

Secondary Conductors, Service Drops, Streetlight Circuits, CITY OF SANGER ELECTRIC Fiber-optic and Guy Wires shall be cleared on a case-by-case basis as determined necessary by CITY OF SANGER ELECTRIC during field inspection, to free them from weight, strain, or displacement caused by contact with trees.

4.1.5 Vine Clearance:

Unless otherwise instructed, vines ascending all poles and guy wires shall be cut off at ground level.

Table 1. CITY OF SANGER ELECTRIC Minimum Clearance Requirements

| *Clearance From Trees | Conductor Type | Secondary (120-480 V) Pole to Pole | Secondary (120-480 V) House Services | Primary Voltage (2-25 kV) | |
|-----------------------|-----------------------------------|------------------------------------|--------------------------------------|---------------------------|--|
| SIDE | Primary | 3' | 18" | 10' | |
| OVER | Primary | 3' | 18" | 15' | |
| UNDER | Primary Neutral Fiber-Optic | 3' 3' 3' | 18" | 5' | |

**Clearances at time of trimming.*

Transmission vegetation management (VM) work typically differs from what would be found adjacent to distribution power lines. Distribution VM work is dominated by pruning and removing trees adjacent to distribution poles, which in most cases are in more populated areas. Conversely, transmission lines are typically located on structures and towers and are typically located in more remote areas.

There is no industry consensus as to how a transmission ROW should be established and maintained. From an electric reliability standpoint, it simply requires managing vegetation so that it cannot grow into, or fall onto the energized facilities. It requires creating a predictable and low-growing environment of vegetation under and adjacent to the ROW.

1. Clearance

Trees shall be trimmed to obtain a -15-foot conductor clearance on all transmission right-of-ways.

2. Supplemental Vegetation

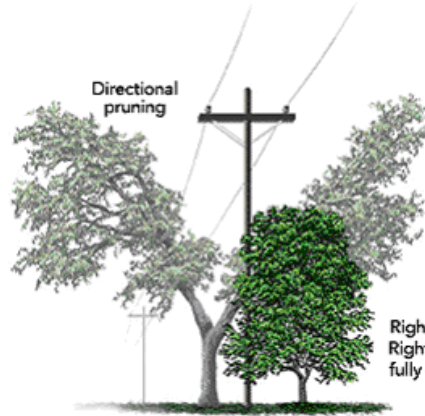
Supplemental planting, re-vegetation or mitigation measures will not be placed in, or interfere with CITY OF SANGER ELECTRIC's existing access roads or existing cleared work areas such as structure foundations. The developer or landowner will verify the location of existing access roads and work areas with CITY OF SANGER ELECTRIC and submit a plan for review and approval prior to installing any supplemental planting, re-vegetation or mitigation in CITY OF SANGER ELECTRIC rights of way.

3. R.O.W. Clearing Methods

Physical and mechanical clearing is the generally approved method of R.O.W. clearing. Limited herbicidal applications may only be used with local CITY OF SANGER ELECTRIC Management approval and the use of licensed applicators. Refer to Herbicide Applications in terms and definitions.

a. General Pruning Methodology

Natural (directional) pruning is a method by which are cut at a suitable parent limb back toward the tree. The cut should be made as close as possible branch collar at the branch base, but the collar not be injured or removed.



branches center of to the should

Every branch has a branch bark ridge that separates branch from the main stem. The cut should be made outer side of the ridge. If the cut is made on the inner the ridge, a trunk wound will result that provides entry for microorganisms.

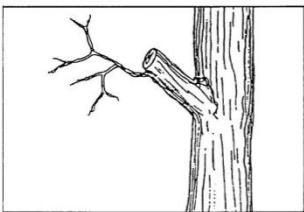
the on the side of easy

This method of pruning is sometimes called “drop-crotching” or “lateral trimming.” Large branches should be removed to laterals at least one-third the diameter of the branch being removed. Natural pruning is especially adapted to the topping of large trees where a great deal of wood must be removed. In natural pruning, almost all cuts are made with a saw, and very little pole pruning works is required. This results in a natural-looking tree when finished, even if a large amount of wood has been removed.

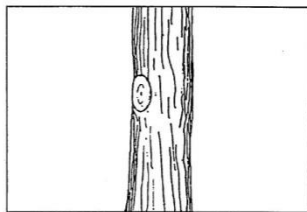
Natural pruning is also directional pruning since it tends to guide the growth of the tree away from the wires. Stubbing or pole-clip clearance, on the other hand, tends to promote rapid sucker growth right back into the conductors. The big factor to remember is that natural pruning does work and that two or three trimming cycles done in this manner will bring about an ideal situation for both the utility and the tree owner. Most shade trees lend themselves easily to this type of pruning.

Details of improper trimming and proper natural pruning techniques are shown here. The branch in figure 1. Was cut back to a lateral that is too small. Branches should be cut back to a lateral that is at least one-third the size of the branch being removed as shown at figure 3. If a proper lateral is not available, the branch should be cut back to the trunk.

1. Incorrect

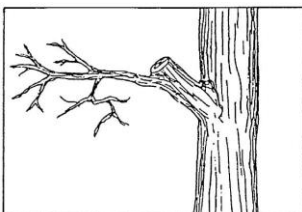


2. Incorrect

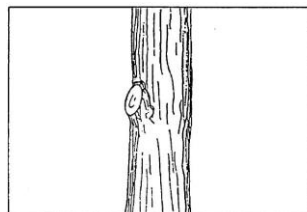


The cut shown at figure 2. Is an improper flush cut where the branch collar was removed? The cut at figure 4. Shows the proper method to remove the branch at the trunk, leaving the branch collar but not a stub.

3. Correct



4. Correct



5.0 SPECIFIC PROCEDURES

5.0.1 SCHEDULED TREE PRUNING

Procedure

Contractor shall perform work as scheduled by CITY OF SANGER ELECTRIC. The Contractor will only accept work assignments from CITY OF SANGER ELECTRIC or their designees, except in emergency conditions.

The Contractors will patrol the circuit, logging the work for the Contractor's crews, and communicating to property owners about the tree trimming, which is identified to be performed on their property. The Contractor is responsible for securing signed permission to remove trees.

The Contractor shall acquire all certifications required for trimming and removing of trees from any municipality, state, or federal agency in which the Contractor's crews will be performing work pursuant to this contract.

Limb and Branch Disposal

CITY OF SANGER ELECTRIC contract crews will dispose of all debris resulting from their tree removal and pruning operations unless different arrangements have been made with the property owner.

5.0.2 SCHEDULED TREE REMOVAL

Removal Procedure

CITY OF SANGER ELECTRIC and its agents will inspect the trees near power lines scheduled for maintenance and determine which trees should be removed. If a tree is a candidate for removal, the homeowner or resident will be contacted and asked to authorize CITY OF SANGER ELECTRIC, and its contractors to remove the tree to the ground line.

Tree Disposal

CITY OF SANGER ELECTRIC contract crews will dispose of all debris.

CITY OF SANGER ELECTRIC contract crews will remove all limbs and brush from the trimming area after the work has been completed. Limbs and brush will be cleaned up before leaving the site or at the end of each day (weather permitting).

Safety Zones

Contractor will remove all overhangs by cutting back limbs to a minimum clearance of 10 feet from the energized conductor.

Stumps

CITY OF SANGER ELECTRIC and its contract crews will NOT grind out stumps. Stumps should be treated with an approved herbicide unless a property owner has requested that the stump not be treated and/or if the herbicide label warns against treatment of stumps in particular situations. Refer to Herbicide Applications in terms and definitions.

5.0.3 SERVICE-DROP TREE TRIMMING

Procedure

Customer service-drops are not generally trimmed by CITY OF SANGER ELECTRIC or its contractors. In all cases, the decision on which course of action to take will be determined by local management. In most instances, the following rules shall be adhered to.

- CITY OF SANGER ELECTRIC will clear/trim limbs encroaching service wires that pose a hazard to service, facilities or the public when found and/or made aware of.
- When requested by the customer, CITY OF SANGER ELECTRIC will lower/remove overhead services for tree removal by the customer or customer's agent during normal business hours at no charge.

Rationale: The customer has the control and responsibility for planting and pruning of vegetation on private property.

5.0.4. EMERGENCY OR AFTER HOUR WORK

Procedure

In the event of an emergency and when specifically requested by CITY OF SANGER ELECTRIC, the contractor will make crews available to perform work after hours, weekends, and holidays necessitated by the emergency. On such emergencies, only essential work shall be done to clear vegetation as required to rapidly restore electric service. The General Foreman on duty during such emergencies shall document the event and deliver that documentation to CITY OF SANGER ELECTRIC at the earliest opportunity, but no later than two (2) working days subsequent to the emergency.

Contractor is required to provide one 2-person lift, on a rotating basis, which will be designated as a "call out" crew. There is no compensation while the crew is on-call unless that crew is called out to perform after hour's emergency work.

Contractor will be reimbursed on a time and equipment basis for emergency and after hours work at the rates specific. Time shall be calculated upon the crew's departure from, and return to, the contractor's yard.

Customer Notifications during Storm Work

Crews may make a courtesy knock on the customer's door to let the homeowner know that work will be performed at that location. However, due to emergency conditions that occur during storms, CITY OF SANGER ELECTRIC and its contractors may prune and remove trees necessary to restore power without contacting every homeowner.

5.0.5. REVIEW OF WORK

Procedures

The Contractor shall notify CITY OF SANGER ELECTRIC when the circuit has been trimmed of all vegetation set to the minimum standards set forth in Table 1. CITY OF SANGER ELECTRIC will audit the circuit for proper pruning practices and minimum standards set forth in Table 1. The Contractor shall not be compensated for any work that does not meet CITY OF SANGER ELECTRIC quality standards unless that work is corrected to CITY OF SANGER ELECTRIC's quality standards at the Contractor's sole expense.

6.0 CONTRACTOR PERSONNEL AND EQUIPMENT

6.1. GENERAL FOREMAN

The Contractor shall ensure that it has supervisory personnel on the property to ensure that all of the Contractor's crews on the property are properly supervised and to provide the interaction and communication with CITY OF SANGER ELECTRIC required by this contract. Such supervisory personnel shall be called "General Foremen" in these specifics.

General Foremen are required to have a valid arborist certification from the International Society of Arboriculture.

6.2. Lift Crews

Lift crews shall consist of three persons, one working Foreman with a CDL, one qualified line clearance tree trimmer with CDL and one trimmer trainee or ground man. Working Foreman and Tree Trimmer shall be qualified tree climbers. A Supervisor is required for the purposes of performing all activities as required such as but not limited to; scheduling, tool repair, truck repair, planning, etc. The Supervisor is required to maintain a cellular telephone at all times.

All lift crews shall have the following minimum equipment:

- A. One bucket truck with a minimum 50-foot insulated boom with a 55-foot minimum working height from ground to bottom of bucket with chip box, certified for live-line work, complete with a chipper width 12-inch cutting bar, 10 cubic yard covered dump box, and equipped with such other equipment necessary to safely perform all types of work required by this contract in accordance with all applicable laws.
- B. One 12' or larger drum chipper or disk type chipper capable of blowing chips into the dump box.

6.3. Manual Crews

Manual crews shall consist of at least two persons. All manual crews shall have the following minimum equipment:

- A. One split dump, equipped with such other equipment necessary to safely perform all types of work required by this contract in accordance with all applicable laws.
- B. One 12' or larger drum chipper or disk-type chipper capable of blowing chips into the dump box.
- C. All vehicles and equipment shall be in good working condition, kept clean and organized at all times, maintaining a professional appearance. The average age of the Contractor fleet, excluding pickup trucks and other light vehicles, shall not exceed five (5) years. No lift truck shall be older than five (5) years old and no split dump or chipper shall exceed seven (7) years.
- D. Standard equipment shall include at a minimum: working chainsaws in various sizes depending on the work at hand; ropes, saddles and all other necessary climbing gear (for all crews, including lift trucks); pole pruners, hydraulic chain saw or "stick saws" for lift trucks; brush saws if appropriate for the working conditions' herbicide and appropriate applicator equipment; and any hand tools, spare equipment and spare parts necessary for safe, efficient operations.

- E. Chipper with 12-inch cutting bar (minimum) 10 cubic yard covered dump body that is a model year 2000 or newer model, and other equipment listed for brush pick up crews. Working foreman shall be a qualified tree climber.
- F. Equipment Required: One (1) set of climbing hooks, chain saws, one (1) 14" with manufactures specified engine and one (1) 24" with manufactures specified engine; ropes: (1) ½" with 100' and one (1) ¾" with 200' or more, hand sprayer (1 gallon minimum), broom, rake, shovel, gas powered blower, work signs, traffic cones.
- G. All trucks and chippers shall clearly display Contractor for Sanger Electric Municipal Electric makings (Provided by CITY OF SANGER ELECTRIC) and vehicle numbers. Truck markings should be visible from either side. Also, the markings should at least be large enough to be legible from a distance commonly encountered in traffic, i.e., several car lengths or across a four-lane intersection.
- H. All trucks, chippers, and equipment will park off- site, equipment will not be parked over night on City of Sanger Electric property. Off- site parking will be furnished by the contractor.

7.0 Contractor's Employee Appearance and Conduct

- 7.1. Contractor's employees shall maintain professional conduct and neat appearance at all times and shall wear clothing (such as T-shirts, sweatshirts, jackets, etc.) displaying Contractor's color and/or emblem. Each employee shall wear a hard hat clearly displaying the employee's emblem.
- 7.2. Contractor's employees shall adhere to the following guidelines. However, the following guidelines are neither intended to be nor should they be considered to be inclusive.
 - 1. Crews shall be courteous to customers at all times.
 - 2. Crews shall not engage in "horseplay" while at work.
 - 3. Crews shall refrain from using language that is profane, boisterous, derogatory, racial, or of an ethnic nature
 - 4. Crews shall refrain from displaying sexually suggestive objects or pictures, racial, or magazines, calendars or posters.
 - 5. Crews shall not use customers' property (i.e. patios, picnic tables, etc) for breaks.
 - 6. Crews shall not leave refuse from lunches, etc. on private property or public property.
 - 7. Crew members shall not enter customer's house.
 - 8. Crews shall refrain from climbing over or standing on any fence, garage, and tool shed, etc. Unless absolutely necessary to access work, and only when it can be done safely without damaging the customer's property.
- 7.3. Contact List
The Contractor shall provide CITY OF SANGER ELECTRIC, as needed, a list of all General Foremen, crew foreman, and the phone numbers where each can be contacted, including pagers, beepers, cell phones, and home telephone. All General Foremen shall carry cellular phones that are in good working order.
- 7.4. Prohibition against Solicitation

The Contractor's employees shall not solicit any private work, including tree work while performing work pursuant to this contract.

8.0. Customer Relations

8.1. Customer Notification

All attempts shall be made to contact the private property owner, and any municipality, state, or federal agency in person. If attempt cannot be made in person, a door cards will be left on the property indicating the work to be perform. Door cards shall be placed by the contractor before the scheduled work is to begin.

8.2. Customer Complaints

All complaint resolution is the responsibility of the contractor. Complaints will be corrected to CITY OF SANGER ELECTRIC's reasonable satisfaction, at the contractor's expense. The appropriate Line Clearance Supervisor will be informed of all complaints on the next regular workday. The contractor shall notify CITY OF SANGER ELECTRIC when a complaint is resolved. CITY OF SANGER ELECTRIC will notify the contractor of complaints CITY OF SANGER ELECTRIC receives directly. Complaints received after job completion are also the responsibility of the contractor and shall be resolved as stated above. Failure to do so will result in exclusion from consideration for future work and possible payment withholding.

The Contractor shall notify CITY OF SANGER ELECTRIC, in writing, within one (1) working day of any damage complaint received, regardless of cause or extent of damage. Contractor shall keep CITY OF SANGER ELECTRIC informed of the status of each complaint and of any settlement made.

Contractor shall respond to all customer claims within one (1) working day of notification by either the customer or CITY OF SANGER ELECTRIC and attempt to settle all claims within ten (10) working days after the initial response to the claim. Contractor shall provide CITY OF SANGER ELECTRIC with weekly status reports for those claims not resolved within this timeframe, to include all efforts taken to resolve said claims.

All damage claims are the responsibility of the contractor. In addition, the contractor is responsible for all damage to CITY OF SANGER ELECTRIC facilities resulting from their work, including labor and material costs associated with system repair.

If, in CITY OF SANGER ELECTRIC's opinion, Contractor fails to take all reasonable efforts to resolve a customer claim, CITY OF SANGER ELECTRIC shall resolve and charge back all costs of settlement, including reasonable attorney fees and administrative costs, to the Contractor.

8.3. Customer Refusals

Under circumstances where the customer will not allow proper clearance, or where a customer problem is anticipated, the contractor shall use good judgment in trying to come to an understanding and communicating the importance of obtaining proper line clearance with the customer. The contractor shall contact the appropriate CITY OF SANGER ELECTRIC line clearance representative and provide written documentation and customer information.

8.4. Media Notifications

The contractor shall not make any verbal or written statement to any press or news media relative to the work under this contract without first obtaining specific written approval from the CITY OF SANGER ELECTRIC.

The undersigned hereby declares: To have carefully examined the contract documents, including all addenda; Have a clear understanding of said documents and premises; Propose to provide the necessary tools, machinery, apparatus and other means of maintenance; and to furnish all labor, materials and services specified in the contract or called for in the contract documents for the lump sum prices as indicated below.

CONTRACT TIME: The proposer agrees, if awarded the Contract, to commence work within ten (10) calendar days after receipt of a notice of award or in accordance with the schedule provided by owner. The term of this agreement shall be for one (1) year, beginning on the date of the Notice to Proceed. This agreement may be extended for up to four (4) additional one (1) year periods, subject to the approval of the Contractor and the City.

DOCUMENTS: Each proposer by submittal of their RFP response represents and warrants that they are satisfied as to the requirements and provisions of the contract for this project and the documents describing the scope of work.

| | |
|---------------------------------------|--------------------------------------|
| _____ | _____ |
| SIGNATURE | Date |
| _____ | |
| NAME & TITLE | |
| _____ | _____ |
| FEDERAL EMPLOYER’S IDENTIFICATION NO. | STATE EMPLOYER’S REGISTRATION NO. |

9.0 DEMONSTRATION OF EXPERIENCE

Years in business under present business name: _____

Total years of experience in work of the type called for in this contract (janitorial services):

List in table below the contracts of similar scope and scale to the City’s RFP has your organization completed. List most recent FIRST:

| Contract Amount | Type of Work | Date Completed | Owner’s Name & Contact Info |
|-----------------|--------------|----------------|-----------------------------|
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List in the table below what contracts your organization currently has:

| Contract Amount | Type of Work | Projected Date of Completion | Owner’s Name & Contact Info |
|-----------------|--------------|------------------------------|-----------------------------|
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Have you ever failed to complete any contract awarded to you?

__Yes_No.

If “Yes”, state where and why.

Are you at present in any major litigation or lawsuits involving work of any type?

__Yes_No.

If “Yes”, explain:

Explain in detail the manner in which you have inspected the work proposed in this contract:

10.0 LIST OF MACHINERY AND EQUIPMENT

It is represented as part of this proposal that the below listed equipment is available for use on the work covered by the Scope of Work.

As a part of the proposal evaluation a team from the Public Works Department may inspect the availability and capability of the equipment of the Contractor submitting the winning proposal.

| Units | Type of Equipment |
|-------|-------------------|
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11.0 VENDOR PROFILE

Company Name or D/B/A: _____

Telephone Numbers:

Phone: _____

Fax: _____

If there is no toll free number, does the company accept collect calls? _____

Contacts:

Corporate Contact for this Proposal:

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Website: _____

If local contact is the same as corporate contact, check here

Local Contact for this Proposal:

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Number of years company has been in business under this name: _____

Other company names used with dates, from/to: _____

12.0 PROPOSAL RESPONSE FORM

By signing and submitting this proposal, Proposer acknowledges that they have inspected the specifications, are capable and willing to perform and/or provide the required services and/or products, and shall complete this project within the amount of time and dollar amount specified. The undersigned certifies that the prices contained in this Proposal have been carefully checked and submitted as correct and final. All unit prices include the cost of delivery. The undersigned is authorized to bind themselves or the entity they represent to a contract.

_____ An individual proprietorship

_____ A partnership

_____ A corporation chartered under the laws of the State of _____, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors

Signature: _____

Printed Name: _____

Title: _____

Date: _____

13.0 REFERENCES

Proposer shall submit a list of at least three (3) references for which Proposer has provided like products or services. References will include contact name and telephone number. Proposals submitted without three references may be disqualified from consideration. Cedar Park/Austin area references are preferred.

Company: _____

Contact name: _____ Phone number: _____

Email: _____

Company: _____

Contact name: _____ Phone number: _____

Email: _____

Company: _____

Contact name: _____ Phone number: _____

Email: _____

14.0 DEVIATION OR COMPLIANCE FORM

DEVIATIONS: In the event the undersigned Proposer intends to deviate from the general terms, conditions, special conditions or specifications contrary to those listed in the “Terms and Conditions” and other information attached hereto, all such deviations must be **LISTED ON THIS PAGE**, with complete and detailed conditions and information also being attached (attach additional pages as necessary).

NO DEVIATIONS: In the absence of any deviation entry on this page, Proposer assures the City of Proposer’s compliance with the Terms, Conditions, Specifications, and information contained in this RFP.

| Deviation # | Deviation Title | RFP Reference (related to the deviation) | Detailed Deviation Description |
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All Proposers MUST COMPLETE this page.

RETURN with Proposal or Proposal will be considered NON RESPONSIVE.

Our Proposal is submitted according to: _____ Deviations listed above

OR

_____ No Deviations

15.0 RELEASE AND INDEMNIFICATION

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROPOSER HEREBY AGREES AND CONSENTS FOR ITSELF, INDIVIDUALLY, AND ON BEHALF OF THE BUSINESS ENTITY, TO FULLY AND UNCONDITIONALLY RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SANGER, TEXAS, INCLUDING ITS OFFICERS, AGENTS AND EMPLOYEES, AND TO DEFEND AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES, OR LIABILITY FOR INJURIES TO REAL OR PERSONAL PROPERTY AND INJURIES TO PERSONS INCLUDING DEATH, INCLUDING PROPOSER'S EMPLOYEES, AFFILIATES, REPRESENTATIVES, PARTNERS, AGENTS, OR THOSE WORKING ON PROPOSER'S BEHALF, FROM ANY AND ALL OTHER COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH ANY CONTRACT AWARDED PURSUANT TO THIS RFP AND IN THE PERFORMANCE THEREOF. THIS PROVISION SHALL APPLY TO ALL IMPUTED OR ACTUAL JOINT ENTERPRISE AND JOINT VENTURE LIABILITY, IF ANY.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

16.0 NON-COLLUSION ACKNOWLEDGEMENT

The undersigned Proposer affirms that they are duly authorized to execute this Proposal, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Proposer, and that the contents of this Proposal as to prices, terms and conditions thereof have not been communicated by the undersigned Proposer, nor by Proposer's employee, affiliate, representative, partner, subcontractor, or agent, to any other individual or entity engaged in this type of business prior to the official opening of this RFP.

Company Name: _____

Signature of Company Officer: _____

Company Officer Printed Name: _____

Title _____

17.0 SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making subcontract awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all subcontract recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, Proposer certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule.

Company Name: _____

Signature of Company Officer: _____

Company Officer Printed Name: _____

Title _____

18.0 COOPERATIVE PURCHASING

Interlocal Cooperative Contracting/Purchasing:

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791 interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Sanger's RFP, with the consent and agreement of the successful Proposer(s) and the City of Sanger. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Proposer's Proposal. However, all parties indicate their understanding and all parties hereby expressly agree that the City of Sanger is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Sanger is not obligated or liable for any action or debts that may arise out of such independently-negotiated cooperative procurements.

Cooperative Governmental Purchasing:

Other governmental entities utilizing interlocal agreements with the City of Sanger, may desire, but are not obligated, to purchase goods and services defined in this Proposal from the successful Proposer. All purchases by governmental entities, other than the City of Sanger, will be billed directly to and paid by that governmental entity. The City of Sanger will not be responsible for other governmental entities debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the specifications.

Prior to other governmental entities placing orders, the City of Sanger will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City of Sanger.

Yes, others can purchase; No, only the City of Sanger can purchase.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

19.0 BOYCOTTS

1. Compliance with HB 89. A person or business that contracts with Sanger or who seeks to contract with the City shall not boycott Israel at any time while providing products or services to the City of Sanger. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.

Yes, we agree No, we do not agree N/A

2. Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.

Yes, we agree No, we do not agree N/A

3. Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.

Yes, we agree No, we do not agree N/A

4. Compliance with SB 252. A person or business that contracts with Sanger or who seeks to contract with the City shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Sanger.

Yes, we agree No, we do not agree

20.0 CONFLICTS OF INTEREST

The Texas Ethics Commission adopted the attached Conflict of Interest Questionnaire (Form CIQ) pursuant to Texas Local Government Code Chapter 176, as amended. For questions about these forms, please see the Texas Ethics Commission at:

<https://ethics.state.tx.us/forms/CIQ.pdf>

Proposer shall answer each question in the attached Form CIQ in relation to the following individuals and submit a completed form with its Proposal:

| Local Government Officer | Title | Local Government Officer | Title |
|---------------------------------|--------------|---------------------------------|--------------|
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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

OFFICE USE ONLY

Date Received

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

| | |
|--|---|
| Name (as shown on your income tax return) | |
| Business name/disregarded entity name, if different from above | |
| Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate | |
| <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ | |
| <input type="checkbox"/> Exempt payee | |
| Other (see instructions) ▶ | Requester's name and address (optional) |
| Address (number, street, and apt. or suite no.) | |
| City, state, and ZIP code | |

List account number(s) here (optional)

| |
|---|
| |
| <div style="border: 1px solid black; width: 30px; height: 20px;"></div> <div style="border: 1px solid black; width: 30px; height: 20px;"></div> <div style="border: 1px solid black; width: 30px; height: 20px;"></div> |

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

- -

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | | |
|---------------------------------------|--|--|--|--|--|--|--|--|--|
| Employer identification number | | | | | | | | | |
| | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

is not subject to the withholding tax on foreign partners' share of effectively connected income.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or

- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 7 ² |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

The undersigned affirms that he/she has read and understands the specifications, terms, and conditions, all exhibits and attachments contained herein and that they are duly authorized to execute this response to the Request for Proposal.

Signature

Company

Date